



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 10, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 July 10, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

WALNUT PARK ELEMENTARY SCHOOL URBAN GREENING PROJECT WALNUT PARK UNINCORPORATED AREA (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

This action is to approve a Memorandum of Understanding with the Los Angeles Unified School District for maintenance of an urban greening project to be built by the County at Walnut Park Elementary School in the County unincorporated area of Walnut Park.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Public Works, or her designee, to execute a Memorandum of Understanding with the Los Angeles Unified School District for the design, construction, operation, and maintenance of the Walnut Park Elementary School Urban Greening Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works proposes to construct Walnut Park Elementary School Urban Greening Project, consisting of an outdoor smart gardening learning center, community garden, jogging path, bioswale, and drought-tolerant plants at Walnut Park Elementary School, owned and operated by Los Angeles Unified School District (LAUSD).

The purpose of this action is to approve a Memorandum of Understanding, substantially similar to the enclosed, with LAUSD for the project. The MOU will ensure that LAUSD will be responsible for maintenance of the project at no cost to the County, and ensure free access by the County to

conduct workshops at the learning center to educate residents on composting, smart gardening, and other environmental issues. Following approval by your Board, Public Works will execute the MOU, prepare design plans and specifications, and return to your Board for approval of advertising and award of the project.

The project is estimated to cost \$385,000 of which \$360,000 will be reimbursed through a State grant. The project is scheduled to be completed in Spring 2014. The project will assist the County in complying with the California Integrated Waste Management Act of 1989 (AB 939) and contribute to the efforts in addressing climate change, consistent with the Global Warming Solutions Act of 2006 (AB 32).

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Integrated Services Delivery (Goal 3). The project will provide environmental sustainability and enhance the quality of life in the underserved community.

FISCAL IMPACT/FINANCING

This action is to authorize Public Works to enter into a MOU with LAUSD. The MOU will ensure that LAUSD will maintain the completed project while permitting the County to use the outdoor learning center to educate residents, both at no cost to the County. Therefore the approval of the MOU will have no impact to the County General Fund or any other County funds.

The fiscal impact of the project will be detailed in the Board letter requesting your Board's approval for advertisement and award of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 17, 2010, your Board approved Public Works to secure Urban Greening grants from the State Natural Resources Agency for the project.

On September 16, 2011, the State awarded the grant to Public Works, which requires an operation and maintenance agreement with the property owner.

The Superintendent of LAUSD has delegated authority to sign the MOU.

ENVIRONMENTAL DOCUMENTATION

On August 17, 2010, your Board found this project categorically exempt from the provisions of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Environmental Programs Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF/WF:kp

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**MEMORANDUM OF UNDERSTANDING
WALNUT PARK ELEMENTARY SCHOOL URBAN GREENING PROJECT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered on the _____ day of _____, 2012, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT ("LAUSD"), a body corporate and politic, and the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS ("COUNTY"), a body corporate and politic.

WITNESSETH

WHEREAS, COUNTY was awarded an Urban Greening Program Grant from the Strategic Growth Council of the California Natural Resources Agency to construct the Walnut Park Elementary School Urban Greening Project ("PROJECT"); and

WHEREAS, the PROJECT will construct a community garden, an outdoor smart garden learning center ("CENTER"), walking path, and bioswales, and plant trees and drought-tolerant landscaping on the premises of Walnut Park Elementary School; and

WHEREAS, LAUSD holds title to the property known as Walnut Park Elementary School ("SCHOOL"), located at 2642 East Olive Avenue in the unincorporated community of Walnut Park; and

WHEREAS, COUNTY and LAUSD desire to enter into this MOU to provide for the design, construction, financing, operation, and maintenance of the PROJECT, and obligations of each party; and

WHEREAS, COUNTY and LAUSD have no financial obligation to each other under this AGREEMENT, except as herein expressly provided; and

THEREFORE, in consideration of the mutual benefits to be derived by LAUSD and COUNTY and of the promises herein contained, it is hereby agreed as follows:

SECTION I

LAUSD AGREES:

1. Upon LAUSD field acceptance of PROJECT to take ownership of PROJECT and to be responsible for the ongoing operation and maintenance of all PROJECT improvements at the SCHOOL to September 1, 2031.
2. To provide prompt review and approval of the PROJECT design and construction plans and prompt field acceptance of the PROJECT which approvals will not be unreasonably withheld.
3. To provide COUNTY with LAUSD approvals, inspections, and permits at no cost to COUNTY for PROJECT construction, operation, and maintenance.

4. To authorize COUNTY, and its agents and contractors, to enter SCHOOL to access the CENTER to conduct activities related to the COUNTY's Smart Gardening and Youth Education Programs, including but not limited to CENTER maintenance, alteration, and operation as required to conduct at least four workshops annually to teach residents and students about environmental topics such as composting and smart gardening.
5. To cooperate with COUNTY for smart gardening and environmental workshops to be conducted by COUNTY at the CENTER, and to provide public access to the CENTER during reasonable hours for community residents to attend COUNTY activities and workshops.

SECTION II

COUNTY AGREES:

1. To utilize \$360,000 in grant funding from the California Natural Resources Agency for PROJECT construction, to finance the remaining costs of PROJECT construction and to execute the design and construction of the PROJECT with LAUSD's review and approval of construction plans.
2. To manage the grant and take responsibility to execute the PROJECT in a timely and effective manner.
3. To advertise the PROJECT for construction bids, to award and administer the construction of PROJECT, to do all things necessary to complete PROJECT and to act on behalf of LAUSD in all negotiations pertaining thereto.
4. To coordinate with LAUSD for smart gardening and environmental workshops to be conducted by COUNTY at the CENTER for the community.
5. To keep the CENTER in safe and clean condition, free from graffiti; to not permit rubbish, beverage containers, or garbage to accumulate at any time after each COUNTY sponsored activity and workshop.

SECTION III

IT IS MUTUALLY AGREED:

1. No grant funds are to be used to buy or encumber property.
2. PROJECT to be maintained by LAUSD will consist of all PROJECT improvements including community garden, CENTER, walking path, bioswales, trees, and drought-tolerant landscaping.

3. The term of this MOU shall commence upon the execution date of this MOU and continue to September 1, 2031. After conclusion of the term, the MOU will be continuous unless terminated by either party at its discretion as described herein.
4. After the term of this MOU, if LAUSD desires to terminate the COUNTY's use of CENTER and this MOU, LAUSD shall issue a written notice, six (6) months prior to desired termination, to the COUNTY declaring its desire to terminate the MOU. Upon termination, LAUSD will retain sole ownership of the PROJECT.
5. Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

COUNTY: Assistant Deputy Director
County of Los Angeles
Department of Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460

LAUSD: Chief Facilities Officer
Los Angeles Unified School District
Real Estate & Asset Management Branch
355 South Grand Avenue, Suite 500
Los Angeles, CA 90071

6. Neither LAUSD nor any officer or employee of LAUSD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this MOU. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold LAUSD harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this MOU.
7. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of LAUSD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LAUSD under this MOU. It is also understood and agreed that, pursuant to Government Code Section 895.4, LAUSD shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of LAUSD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LAUSD under this MOU.

8. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
9. This MOU may be amended or modified only by mutual written consent of LAUSD and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the Director of Public Works and Chief Facilities Officer.

IN WITNESS WHEREOF, LOS ANGELES UNIFIED SCHOOL DISTRICT, and the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, both bodies corporate and politic, having caused this MEMORANDUM OF UNDERSTANDING to be subscribed.

LOS ANGELES
UNIFIED SCHOOL DISTRICT

APPROVED AS TO FORM:

By:_____

By:_____

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO FORM:

GAIL FARBER
Director of Public Works

JOHN F. KRATTLI
County Counsel

By:_____
Assistant Deputy Director

By:_____
Deputy